

KHKT CC00F894 CHANCERY ELECTRONIC DOCKET DATE: 07/14/2021

STATUS: PENDING APPEAL: 298: RVP:
21-CH-02792 11 DAVIS DWIGHT -V- CARRINTON MORTGAGE SERVIC 06/08/21
HOWARD STANLEY -V- 06/08/21
-V- DOES 1 - 20 06/08/21

06/08/21 DAVIS DWIGHT \$600.50 A000000001
DECLARATORY JUDGMENT COMPLAINT FILED (JURY DEMAND)
40828 DUDLEY KELLI 1158 MILWAUKEE#100 CHICAGO 60647 771-9770

06/08/21 DAVIS DWIGHT A000000003
CERTIFICATE FILED
40828 DUDLEY KELLI 1158 MILWAUKEE#100 CHICAGO 60647 771-9770

06/08/21 DAVIS DWIGHT A000000002
SUMMONS ISSUED AND RETURNABLE
40828 DUDLEY KELLI 1158 MILWAUKEE#100 CHICAGO 60647 771-9770

PAGE NO: _____ ACT DATE: _____ F3=RETURN F7=BACK F8=FWD PAUSE/BREAK=EXIT
PAGE 1 OF 2 FOR CASE 21-CH-02792 F4=298 DETAILS F9=APPEALS DETAILS

KHKT CC00F894 CHANCERY ELECTRONIC DOCKET DATE: 07/14/202

06/08/21 DAVIS DWIGHT MEYERSON, PAMELA MCLEAN
CASE SET ON CASE MANAGEMENT CALL ROOM 2305 9:30 10/06/2
40828 DUDLEY KELLI 1158 MILWAUKEE#100 CHICAGO 60647 771-977

06/22/21 CARRINGTON MORTGAGE S SUMMONS RECVD ELECTRONICALLY P0000000
SUMMONS - RETD P.S. 06/17/2

*** END OF DATA FOR 21-CH-02792 ***

PAGE NO: _____ ACT DATE: _____ F3=RETURN F7=BACK F8=FWD PAUSE/BREAK=EXIT
PAGE 2 OF 2 FOR CASE 21-CH-02792 F4=298 DETAILS F9=APPEALS DETAILS

Return Date: No return date scheduled
Hearing Date: 10/6/2021 9:30 AM - 9:30 AM
Courtroom Number: 2305
Location: District 1 Court
Cook County, IL

FILED
6/8/2021 2:20 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2021CH02792

13610218

2120 - Served	2121 - Served	2620 - Sec. of State
2220 - Not Served	2221 - Not Served	2621 - Alias Sec of State
2320 - Served By Mail	2321 - Served By Mail	
2420 - Served By Publication	2421 - Served By Publication	
Summons - Alias Summons		(03/15/21) CCG 0001 A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Name all Parties

Dwight Davis and Stanley Howard

Plaintiff(s)

v.

Carrington Mortgage Services, LLC

Defendant(s)

c/o C T CORPORATION SYSTEM
208 SO LASALLE ST, SUITE 814
CHICAGO IL 60604

Address of Defendant(s)

2021CH02792

Case No.

Please serve as follows (check one): ☐ Certified Mail ☒ Sheriff Service ☐ Alias

SUMMONS

To each Defendant:

You have been named a defendant in the complaint in this case, a copy of which is hereto attached. You are summoned and required to file your appearance, in the office of the clerk of this court, within 30 days after service of this summons, not counting the day of service. If you fail to do so, a judgment by default may be entered against you for the relief asked in the complaint.

THERE IS A FEE TO FILE YOUR APPEARANCE.

FILING AN APPEARANCE: Your appearance date is **NOT** a court date. It is the deadline for filing your appearance/answer. To file your appearance/answer **YOU DO NOT NEED TO COME TO THE COURTHOUSE**, unless you are unable to eFile your appearance/answer. You can download an Appearance form at <http://www.illinoiscourts.gov/Forms/approved/procedures/appearance.asp>. After completing and saving your Appearance form, you can electronically file (e-File) it with the circuit clerk's office.

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois

cookcountyclerkofcourt.org

Summons - Alias Summons

(03/15/21) CCG 0001 B

E-FILING: E-filing is now mandatory with limited exemptions. To e-File, you must first create an account with an e-Filing service provider. Visit <http://efile.illinoiscourts.gov/service-providers.htm> to learn more and to select a service provider.

If you need additional help or have trouble e-Filing, visit <http://www.illinoiscourts.gov/faq/gethelp.asp> or talk with your local circuit clerk's office. If you cannot e-file, you may be able to get an exemption that allows you to file in-person or by mail. Ask your circuit clerk for more information or visit www.illinoislegalaid.org.

FEE WAIVER: If you are unable to pay your court fees, you can apply for a fee waiver. For information about defending yourself in a court case (including filing an appearance or fee waiver), or to apply for free legal help, go to www.illinoislegalaid.org. You can also ask your local circuit clerk's office for a fee waiver application.

COURT DATE: Your court date will be sent to your e-File email account or the email address you provided to the clerk's office. You can also call or email the clerk's office to request your next court date. You will need to provide your case number OR, if unknown, the name of the Plaintiff or Defendant. For criminal case types, you will also need to provide the Defendant's birthdate.

REMOTE APPEARANCE: You may be able to attend this court date by phone or video conference. This is called a "Remote Appearance". Call the Circuit Clerk at (312) 603-5030 or visit their website at www.cookcountyclerkofcourt.org to find out how to do this.

Contact information for each of the Clerk's Office locations is included with this summons. The Clerk's office is open Mon - Fri, 8:30 am - 4:30 pm, except for court holidays.

To the officer: (Sheriff Service)

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than thirty (30) days after its date.

☒ Atty. No.: 40828
☐ Pro Se 99500

Name: Kelli Dudley

Atty. for (if applicable):

Plaintiffs

Address: 1658 Milwaukee #100-8377

City: Chicago

State: IL Zip: 60647

Telephone: 312-771-9770

Primary Email: attorneykelli@sbcglobal.net

Witness date 6/8/2021 2:20 PM IRIS Y. MARTINEZ



Iris Y. Martinez, Clerk of Court

☐ Service by Certified _____

☐ Date of Service: _____
 (To be inserted by officer on copy left with employer or other person)

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois

cookcountyclerkofcourt.org

GET YOUR COURT DATE BY CALLING IN OR BY EMAIL

CALL OR SEND AN EMAIL MESSAGE to the telephone number or court date email address below for the appropriate division, district or department to request your next court date. Email your case number, or, if you do not have your case number, email the Plaintiff or Defendant's name for civil case types, or the Defendant's name and birthdate for a criminal case.

CHANCERY DIVISION

Court date EMAIL: ChanCourtDate@cookcountycourt.com

Gen. Info: (312) 603-5133

CIVIL DIVISION

Court date EMAIL: CivCourtDate@cookcountycourt.com

Gen. Info: (312) 603-5116

COUNTY DIVISION

Court date EMAIL: CntyCourtDate@cookcountycourt.com

Gen. Info: (312) 603-5710

**DOMESTIC RELATIONS/CHILD SUPPORT
DIVISION**

Court date EMAIL: DRCourtDate@cookcountycourt.com
OR

ChildSupCourtDate@cookcountycourt.com

Gen. Info: (312) 603-6300

DOMESTIC VIOLENCE

Court date EMAIL: DVCourtDate@cookcountycourt.com

Gen. Info: (312) 325-9500

LAW DIVISION

Court date EMAIL: LawCourtDate@cookcountycourt.com

Gen. Info: (312) 603-5426

PROBATE DIVISION

Court date EMAIL: ProbCourtDate@cookcountycourt.com

Gen. Info: (312) 603-6441

ALL SUBURBAN CASE TYPES

DISTRICT 2 - SKOKIE

Court date EMAIL: D2CourtDate@cookcountycourt.com

Gen. Info: (847) 470-7250

DISTRICT 3 - ROLLING MEADOWS

Court date EMAIL: D3CourtDate@cookcountycourt.com

Gen. Info: (847) 818-3000

DISTRICT 4 - MAYWOOD

Court date EMAIL: D4CourtDate@cookcountycourt.com

Gen. Info: (708) 865-6040

DISTRICT 5 - BRIDGEVIEW

Court date EMAIL: D5CourtDate@cookcountycourt.com

Gen. Info: (708) 974-6500

DISTRICT 6 - MARKHAM

Court date EMAIL: D6CourtDate@cookcountycourt.com

Gen. Info: (708) 232-4551

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois

cookcountyclerkofcourt.org

Return Date: No return date scheduled
Hearing Date: 10/6/2021 9:30 AM - 9:30 AM
Courtroom Number: 2305
Location: District 1 Court
Cook County, IL

FILED
6/8/2021 2:20 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2021CH02792

13610218

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT/CHANCERY DIVISION**

Dwight Davis and Stanley Howard,)	
)	
Plaintiffs,)	No.: 2021CH02792
)	
v.)	JURY TRIAL DEMANDED
)	
Carrington Mortgage Services, LLC and Does 1-20,)	In Chancery – Declaratory Judgment
)	
Defendants.)	

COMPLAINT

Dwight Davis and Stanley Howard (“Homeowners”), by and through their counsel, Kelli Dudley of the Law Office of Kelli Dudley, based on personal knowledge as to matters pertaining to themselves and upon information and belief following investigation of counsel, complain as follows against Carrington Mortgage Services, LLC (“Carrington”) and Does 1-20 – collectively, the “Defendants”:

INTRODUCTION

1. Carrington and its agents are seeking to foreclose on Homeowners’ property through the courts. Concurrently, Carrington is also pursuing its own methods of foreclosing on Homeowners’ property, independent of the courts. Without Homeowners’ knowledge or consent – and while Homeowners’ property has been in foreclosure – Carrington has forcibly entered her property on multiple occasions; locked Homeowners’ and their tenants out of their home; boarded-up the property; stripped the home of Homeowners’ and their tenant’s possessions; removed a furnace; and disposed of personal property and home appliances. On information and belief, Carrington may have carried out some of these acts and may have delegated others to its

FILED DATE: 6/8/2021 2:20 PM 2021CH02792

agents, named herein as Does 1 – 20 pending discovery.

2. This Complaint seeks relief for Homeowners based upon Carrington's and Does' violations of Illinois law.

PARTIES, JURISDICTION AND VENUE

3. Carrington owns a mortgage secured by Homeowners' property located in Chicago, Illinois ("subject property").

4. At relevant times, Carrington perpetrated its conduct below individually and/or by and through its agents, including Doe Defendants, over whom Carrington exerted operational control concerning the facts at bar and with whom Carrington combined and conspired to commit the herein alleged misconduct.

5. Homeowners are currently ignorant of the true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants sued herein under the fictitious names Does 1 through 20, inclusive, and therefore, sues such Defendants by such fictitious names. Homeowners will seek leave to amend their complaint to allege the true names and capacities of said fictitiously named defendants, if appropriate, when their true names and capacities have been ascertained. Homeowners are informed and believe and, based thereon, alleges that each of the fictitiously named Doe Defendants is legally responsible in some manner for the events and occurrences alleged herein.

5. Homeowners are informed and believes and based thereon alleges that Doe Defendants, were at all relevant times acting as agents and conspirators with Carrington, and that all acts alleged herein occurred within the course and scope of said agency, conspiracy or

FILED DATE: 6/8/2021 2:20 PM 2021CH02792

enterprise, and with the express and/or implied permission, knowledge, consent, authorization and ratification of Carrington; however, each of these allegations are deemed alternative theories whenever not doing so would result in a contraction with the other allegations.

6. Homeowners are residents of Cook County, Illinois, and transactions giving rise to the claims below occurred in Cook County, Illinois.

7. Defendants regularly do business in Illinois and in Cook County.

8. Defendants have transacted business and committed tortious acts related to the matters complained of herein, and made or performed related contracts substantially connected with, this State and Cook County.

SUBSTANTIVE ALLEGATIONS

9. Illinois Mortgage Foreclosure Law provides for judicial foreclosure. 735 ILCS 5/15-1101 *et seq.*

10. Homeowners in Illinois are afforded, by law, a seven-month period of redemption after they are served with a mortgage foreclosure summons. 735 ILCS 5/15-1603. The actions of Defendants, described herein, deprive homeowners of the equity of redemption.

11. Carrington extended and/or maintained a home loan (or ownership of the security interest in such loan) held by Homeowners in the State of Illinois.

12. Given the massive volume of homes upon which Carrington has sought to effect judicial foreclosure, Carrington, individually or by its agents, at relevant times contracted with mortgage field service companies including Doe Defendants.

FILED DATE: 6/8/2021 2:20 PM 2021CH02792

13. Doe Defendants provide lender field services for properties, where the home loan borrower is in alleged default, upon which lenders are seeking to “collect.” These services include eviction, purported occupancy verifications, stripping, securing and winterizing property, and otherwise.

14. Carrington had Doe Defendants provide such services *during* Homeowners’ delinquency period and *during* the judicial foreclosure process – while Homeowners’ (and their tenants) still had a legal right to be in their homes.

15. Applicable law provides that Homeowners are entitled to possession of the property until conclusion of the judicial foreclosure process, including judgment in favor of Carrington, a court order of possession, sale approved by the court, and statutory waiting periods.

16. Carrington may take possession of a property in foreclosure only when authorized by applicable law, including, for example, after entry of a judgment of foreclosure and through the 30th day after a foreclosure sale is confirmed. *E.g.*, 735 ILCS 5/15-1701(c).

17. In order to secure and collect on property assets, Carrington unlawfully and without consent entered Homeowners’ home during foreclosure, before the judicial foreclosure process was complete.

18. Carrington is liable for the acts of its agents, and in fact has carelessly failed to ensure that its agents, including Doe Defendants acting in furtherance of Carrington’s asserted rights under its mortgages, comport with Carrington’s duties under foreclosure law.

19. On or about August 2, 2018, Carrington filed its Complaint to Foreclose Mortgage based on alleged default.

FILED DATE: 6/8/2021 2:20 PM 2021CH02792

20. Upon information and belief, Carrington unlawfully, prior to entry of any order of possession, and without notice or consent forcibly entered Homeowners' home that is the subject of the foreclosure lawsuit, 9218 South Anthony, Chicago, Illinois 60617, on multiple occasions.

- a. In around August 2020, without notice or consent, Defendants "boarded-up" Homeowners' property, and effectively locked them out, locked out their tenant (rendering the tenant and her minor children homeless). During this time, Defendants took or destroyed personal property, removed a furnace, removed a water heater, and allowed the home to fall into a stated of broken and molded disrepair.
- b. At the same time, Defendants interfered with Homeowners' efforts to update and repair the subject property by locking out workers Homeowners had hired to effectuate repairs and upgrades.

21. Such efforts to collect on Carrington's asserted debt amount to an unlawful and unconscionable foreclosure process operated at the discretion of Carrington and independent of the courts. Homeowners seek commensurate injunctive and equitable relief.

22. Carrington wrongfully and recklessly deprived Homeowners' and their tenant of their right to peaceful possession of their homes, and caused personal property damages, and other compensatory damages. After their tenant was dispossessed and the furnace and other property removed, Homeowners were unable to collect rent, and they lost a valuable business relationship with their tenant.

CAUSES OF ACTION

23. Homeowners bring each of the following causes of action, and in the alternative as required by applicable facts or law.

Count I – Against Carrington Doe Defendants Violation of Illinois Forcible Entry and Detainer Act

24. Homeowners repeat and re-allege the preceding allegations as though fully set forth herein.

25. Homeowners are the record owner of 9218 South Anthony, Chicago, Illinois.

26. At relevant times, Homeowners' interest in the property has not been extinguished by entry of an order confirming sale or other means, and no order of possession has been entered against Homeowners or their tenant.

27. Carrington and Doe Defendants unlawfully entered Homeowners' property as set forth above, without having a court order of possession.

28. As a result, Homeowners members were damaged and are entitled to restitution, restoration, and equitable relief.

Count II – Against Carrington and Doe Defendants Conversion

29. Homeowners repeat and re-allege the preceding allegations as though fully set forth herein.

30. Carrington and Doe Defendants converted Homeowners' and their tenants' property as more fully set forth above and assumed control of their property without their authority.

31. By reason of said conversion, Homeowners have been damaged and are entitled to equitable relief.

Count III – Against Carrington and Doe Defendants
Trespass

32. Homeowners repeat and re-allege the preceding allegations as though fully set forth herein.

33. Carrington and Doe Defendants, by perpetrating their above-described conduct and unlawfully entering Homeowners' property, have trespassed in violation of the common law.

34. As a result, Homeowners were damaged and are entitled to equitable relief.

Count IV – Against Carrington
Unfair Practices In Violation of the Illinois Consumer Fraud Act

35. Homeowners repeat and re-allege the preceding allegations as though fully set forth herein.

36. The Illinois Consumer Fraud and Deceptive Business Practices Act (ICFA) prohibits unfair and deceptive conduct. 815 ILCS 505/2 *et. seq.*

37. As set forth more fully above, Carrington has committed trespass against Homeowners, and has converted and forcibly entered their property, which is oppressive, unethical, immoral, subverts the judicial foreclosure process and offends public policy, and caused and is likely to cause substantial injury to Homeowners. In disregarding the IMFL's redemption provisions and not following FEDA, they violated statutes that protect borrowers in this kind of credit transaction in violation of 815 ILCS 505/2F.

38. Carrington's carelessness and recklessness in forcibly entering Homeowners' property disregards their rights and is unfair within the meaning of the ICFA.

39. Carrington's conduct is continuing in nature and is likely to continue. Homeowners are entitled to appropriate injunctive relief, and are entitled to relief to avoid future damages.

40. As a result of Carrington's above-described unfair conduct, Homeowners were damaged.

Count V – Against Carrington
Negligence

41. Homeowners repeat and re-allege the preceding allegations as though fully set forth herein.

42. Carrington owes Homeowners a duty to use reasonable care in performing and enforcing their loan contracts, a duty of good faith and fair dealing, and a duty to comply with applicable law, which protects the rights of the borrowers, including Homeowners, from displacement, premature possession, trespass, conversion, and unfair and unconscionable debt collection in connection with their homes and home loans.

43. In breach thereof, Carrington, by its agents, unlawfully entered Homeowners' homes as more fully set forth above.

44. In breach thereof, Carrington to comply with applicable law in securing and seeking to collect its asserted debt and property as more fully set forth above.

45. In breach thereof, Carrington failed to implement procedures to sufficiently ensure compliance with applicable law, as more fully set forth above.

FILED DATE: 6/8/2021 2:20 PM 2021CH02792

46. In breach thereof, Carrington failed to properly track judicial foreclosure proceedings to ensure home entry was lawful, as more fully set forth above.

47. Homeowners were damaged as a result of Carrington's aforesaid breaches.

Count VI – Against Carrington and Doe Defendants
Declaratory Judgment

48. Homeowners repeat and re-allege the preceding allegations as though fully set forth herein.

49. Carrington Carrington and Doe Defendants violated applicable law with respect to their unlawful entry and possession of Homeowners' home, as more fully set forth above.

50. Homeowners seek corresponding injunctive relief, including restitution and other equitable relief.

Count VII – Against Carrington and Doe Defendants
Interference with a Contractual Relationship

51. Homeowners repeat and re-allege the preceding allegations as though fully set forth herein.

52. At all relevant times, Homeowners had a valid and enforceable contract with their Tenant, who lived in the home with her three children.

53. Defendants knew or should have know of the contract with the Tenant because they were on inquiry notice because she lived there in an open and obvious fashion and because they named a litany of defendants, including “unknown occupants” in foreclosure lawsuit 2018-CH-09885. This lawsuit was filed before the wrongful dispossession.

54. By evicting Tenant, Defendants caused her to breach her agreement to pay rent and to live in and maintain the premises.

55. In fact, Tenant stopped paying her rent and stopped living in and maintaining the premises after she was evicted by Defendants locking her out. She and her children were without housing and had to move.

56. Homeowners were damaged, namely they lost their tenant, the right to collect rent, and the advantage of having the tenant live in and maintain the premises.

PRAYER FOR RELIEF

WHEREFORE, Homeowners pray for judgment against Defendants as follows:

- a. Declare the rights of the parties as set forth above;
- b. Find that Carrington and Doe Defendants violated the Illinois Forcible Entry and Detainer Act, violated the common law of conversion, trespass, and negligence, violated the Illinois Consumer Fraud and Deceptive Business Practices Act, interfered with a business relationship, and/or violated the Fair Debt Collection Practices Act;
- c. Order injunctive relief restoring Homeowners' possession of their property and prohibiting Defendants from further interfering with their possession;
- d. Award appropriate restitution to Homeowners and require Defendants to account for all monies improperly received as a result of their aforementioned conduct, enjoin Defendants from dispersing said monies, and impose a constructive trust on said monies until further order of the Court;
- e. Award all applicable damages, including any statutory, actual, compensatory, exemplary and punitive damages;
- f. Award reasonable attorney's fees and costs including expert costs; and
- g. Provide such other and further relief that the Court deems proper.

Respectfully submitted,

By: ____/s/Kelli Dudley_____
Counsel for Homeowners

The Law Office of Kelli Dudley
1658 Milwaukee #100-8377
Chicago, Illinois 60647
attorneykelli@sbcglobal.net
Ph: 312-771-9770
Attorney code: 40828

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

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Respectfully submitted,

By: _____
Counsel for Homeowners

The Law Office of Kelli Dudley
1658 Milwaukee #100-8377
Chicago, Illinois 60647
attorneykelli@sbcglobal.net
Ph: 312-771-9770
Attorney code: 40828

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A handwritten signature in black ink, appearing to read "Dwight A. Vining", written over a horizontal line.